

**FIRST AMENDMENT
TO SERVICES AGREEMENT
(DCBID-PATH)**

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "Amendment") is made as of September __, 2016, by and between **DOWNTOWN CENTER BUSINESS IMPROVEMENT DISTRICT MANAGEMENT CORPORATION**, a California nonprofit mutual benefit corporation ("**DCBID**"), and **PATH**, a California nonprofit public benefit corporation ("**PATH**").

RECITALS

- A. DCBID and PATH are parties to a Services Agreement, dated as of August 12, 2015 (the "Agreement"), pursuant to which DCBID retained PATH to provide certain services, as more particularly described in the Agreement.
- B. The Term of the Agreement is scheduled to expire on September 30, 2016.
- C. DCBID and PATH desire to extend the Term for an additional year.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, DCBID and PATH agree as follows:

1. **Definitions.** All capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. **Term Extension.** Section 2(a) of the Agreement is hereby amended to read as follows:

"(a) The term (the "Term") of this Agreement shall commence on October 1, 2016 and terminate on the earlier to occur of (a) the date upon which a Party terminates this Agreement in accordance with the terms of Section 2(b) below or (b) September 30, 2017 (the "**Scheduled Expiration Date**"). Unless and until either of the Parties terminates this Agreement in accordance with the terms of Section 2(b), (i) the Parties may extend the Term for an additional one (1) year upon the same terms and conditions in this Agreement, subject to the mutual agreement of both Parties or (ii) if the Parties have not extended the Term, then the Agreement shall continue on a month-to-month basis on the same terms and conditions as contained in this Agreement.

3. **Service Fee.** Section 3(a)(ii) of the Agreement is hereby amended to read as follows:

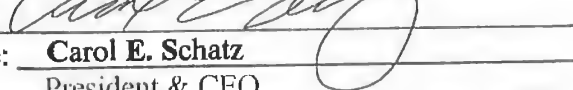
"The "Flexible Funds Expenses" shall be to reimburse the necessary and reasonable expenses incurred during the previous month and shall include, but not be limited to, bus tokens for transportation to housing appointments, services and job interviews; housing application fees; security deposits for rental housing; motel vouchers; and ID application fees. In no event shall PATH be refunded (A) more than \$1,000 in Flexible Fund Expenses incurred for the benefit of a single person unless DCBID has given PATH prior written approval for any amount over \$1,000 or (B) more than \$30,000 of Flexible Fund Expenses during a twelve (12) month period unless DCBID has given PATH prior written approval for any amount over \$30,000.

4. **Miscellaneous.** Except as specifically modified by the terms of this Amendment, the Agreement remains unchanged and in full force and effect. The parties hereby ratify and confirm the Agreement, subject to the modifications contained in this Amendment. This Amendment may be executed and delivered in counterparts, and by fax or "PDF", each of which will be deemed an original and which together will constitute one and the same instrument.

IN WITNESS WHEREOF, DCBID and PATH have caused this Amendment to be executed and delivered as of the date first-above written.

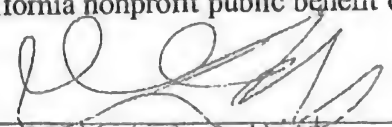
DCBID:

**DOWNTOWN CENTER BUSINESS
IMPROVEMENT DISTRICT
MANAGEMENT CORPORATION,**
a California nonprofit mutual benefit corporation

By 
Name: Carol E. Schatz
Its President & CEO

PATH:

PATH,
a California nonprofit public benefit corporation

By 
Name: Executive Director
Its Executive Director